

Samsung Pay+ Terms of Service

(UK) Last Revised: March 2021

Effective Date: 31/03/2021

THESE TERMS OF SERVICE ARE THE SUPPLEMENTARY TERMS OF SERVICE FOR THE SAMSUNG PAY+ ("Card ToS") AND SUPPLEMENT THE SAMSUNG PAY TERMS OF SERVICE ("Samsung Pay ToS"). YOU ARE OFFERED THE OPPORTUNITY TO APPLY FOR SAMSUNG PAY+ AS AN EXISTING USER OF SAMSUNG PAY. PLEASE READ THESE CARD ToS CAREFULLY BEFORE APPLYING FOR AND USING SAMSUNG PAY+. IF YOU DO NOT AGREE TO THESE CARD ToS, YOU MAY NOT USE SAMSUNG PAY+ AND SHOULD NOT APPLY. PLEASE NOTE THAT SAMSUNG DOES NOT HAVE ANY CONTROL OVER CURVE'S CARDHOLDER AUTHENTICATION ACTIVITIES.

In these Card ToS the following words/expressions have the following meanings:

"Curve Agreement" means the separate agreement between you and Curve governing your use of Samsung Pay+.

"Curve" means Curve OS Limited, the issuer of Samsung Pay+ (company No. 9523903), with its registered office at 15-19 Bloomsbury Way, London WC1A 2TH. Curve OS Limited is authorised in the UK by the Financial Conduct Authority to issue electronic money and carry on certain payment services (Firm Reference Number: 900926)

"Card ToS" means these Samsung Pay+ Terms of Service (UK)

"Samsung Pay+" is a digital or physical Debit Mastercard® provided in the United Kingdom which is co-branded by Curve and Samsung, and issued by Curve. The card and the electronic money stored on it is issued by Curve subject to the terms and conditions of the Curve Agreement, but it is promoted, distributed and made available to Samsung customers pursuant to these Card ToS. The eligibility of Samsung Pay+ to be used within Samsung Pay (in accordance with the Samsung Pay ToS) has been agreed by Samsung with Curve, subject to the terms and conditions of a collaboration agreement.

In addition to the above definitions, words and expressions used in these Card ToS shall have the same meaning given to them in the Samsung Pay ToS, where relevant.

1. The Scope and Your Acceptance of these Card ToS

a. These Card ToS govern the legal relationship between Samsung and you related to your accessing and using Samsung Pay+ and you using it within the Samsung Pay

application. Samsung Pay+ will be used by storing a token representing your Samsung Pay+ card in your Device and communicating such token to a merchant for the purpose of initiating a payment transaction with Samsung Pay+. You will receive notifications and details of Transactions made using Samsung Pay+ and your Device. Your use of Samsung Pay remains subject to the Samsung Pay ToS except to the extent these terms are inconsistent, in which case these terms will apply in precedence, so far as relevant to Samsung Pay+.

b. Other than as set out in these Card ToS, Samsung neither conducts nor has control over any commercial activities in connection with your use of Samsung Pay+, including, without limitation, card issuance and production, account maintenance and management, transaction and payment processing, chargebacks, purchases, returns, and refunds, customer service, cancellations, bill disputes, merchant enquiries and fraud. In addition Samsung does not have any control over Curve's cardholder authentication activities.

c. You acknowledge and agree that Samsung is not responsible for any of the above activities in respect to Samsung Pay+ nor for your relationship with Curve. You acknowledge that your use of Samsung Pay+ will remain subject to the terms of your Curve Agreement with Curve and neither these Card ToS nor your use of Samsung Pay+ shall alter your existing relationship with Curve in respect to Samsung Pay+. Each of Samsung and Curve is separately responsible for all aspects of its own relationship with you, including its own privacy policy with you.

d. These Card ToS may be updated by Samsung from time to time, for example to reflect changes to Samsung Pay+ features which Curve agrees to make available (e.g. an ability to upgrade to a card with more or different features) or to reflect other changes in Samsung's agreement with Curve, or in the Curve Agreement, or because of a change in law or regulation. Unless changes are minor changes to clarify these Card ToS or to correct an error, or result in a benefit to you, We will give you 1 month's advance notice of the update. If you continue to access or use Samsung Pay+ after these ToS have been updated, you will be deemed to have read, understood and unconditionally agreed to such changes. If you do not agree to the changes then you must stop using **Samsung Pay+**. To stop using Samsung Pay+ at any time please remove your Samsung Pay+ card from the Samsung Pay application or notify Curve that you want to terminate your account in accordance with the Curve Agreement.

2. Accessing Samsung Pay+

a. Our role is limited to facilitating your access to Samsung Pay+ through Curve, but We are not responsible if Samsung Pay+ is not made available to you or, once you have been accepted for a Samsung Pay+ card, it is not delivered. You will only be entitled to access Samsung Pay+ if you are UK resident or meet any other eligibility

criteria imposed by Curve and/or agreed between Curve and Samsung from time to time. Curve has discretion to approve applications made to it by you for Samsung Pay+ and will solely determine whether you are eligible.

b. Curve is and remains at all times the owner and holder of Samsung Pay+ and has all rights to it and maintains and establishes and services the accounts and cards and owns the relationship with you under the terms of the Curve Agreement. Under those terms you should be aware that Curve can terminate, cancel and suspend accounts and any privileges if it thinks fit in line with its policies and procedures and the Curve Agreement. Samsung has no power to amend or intervene in matters governed between you and Curve under the Curve Agreement. Curve is also solely responsible for setting and changing the terms and conditions of the Curve Agreement.

c. We make no commitment that:

i. Samsung Pay+ will work for your purposes, personal or business. You must make your own assessment of the functionality available and if it works for your personal or business needs and, if for business use, it enables your business to comply with law and regulation. We facilitate your access to Samsung Pay+ provided by Curve on an "as is" basis and make no representation or warranty as to the suitability of the card for you or as to the accuracy, completeness, currentness, suitability, or validity of any information provided to you by Curve.

ii. Samsung Pay+ will be available at any time as this is the responsibility of Curve under the Curve Agreement.

d. You acknowledge that We will not be responsible for any charges that you may have to pay to any third parties, including Curve, if any, and including any card provider that is added to your Curve account.

e. You acknowledge that access to the Curve app may be occasionally restricted to allow for repairs, maintenance or the introduction of new facilities or services as provided in the Curve Agreement.

3. Liability

a. Samsung Pay+ is provided to you under and in accordance with the Curve Agreement. These Card ToS only apply in respect to our facilitating access to Samsung Pay+. The Curve Agreement will be entered into by you on the Curve app. We will have no liability or responsibility for any failure by Curve to provide Samsung Pay+ in compliance with applicable law and regulation or at all or for any losses or expenses arising to you as a result of your use of it.

4. Application and termination

a. These Card ToS apply to you from the date on which you apply to obtain Samsung Pay+ through accessing the Curve platform from the Samsung Pay platform.

b. In the event that the Samsung Pay ToS or these Card ToS are terminated by You, your access to Samsung Pay+ and related services will come to an end at the same time.

c. In the event that our separate collaboration and agreements with Curve are terminated then your continued access to and use of Samsung Pay+ will be subject to the terms of our agreement with Curve, e.g. in respect to any period during which you may continue to use the card. We may, at that time, and at our discretion, offer you a replacement to Samsung Pay+ provided by another payment card provider and able to be used within Samsung Pay on the same or a similar basis to Samsung Pay+. You may be entitled to take up alternative provision of a payment card from Curve other than the co-branded Samsung Pay+ card, but this will be subject to the terms and conditions of separate arrangements with Curve. Any changes to these Card ToS or our arrangements for you to access a payment card similar to Samsung Pay+ will be notified to you.

5. Compliance

a. You agree that you will use Samsung Pay+ in accordance with the laws of the country of the UK in which you reside (England, Scotland, Wales or Northern Ireland) and that you will not use Samsung Pay+ for any illegal or fraudulent purposes, or purposes that are prohibited by the terms and conditions of your Curve Agreement with Curve or these Card ToS. Samsung Pay+ is not intended for use by any person other than you as Cardholder authorised to use it pursuant to the Curve Agreement with Curve.

b. You should note that in providing for you to access Samsung Pay+ and distributing such cards We do not provide any financial services that are regulated in the UK, including for the avoidance of doubt, any regulated payments or electronic money services, or any insurance related introductions or activities, and We do not hold ourselves out as doing so.

c. We draw to your attention in particular the provisions of your Curve Agreement concerning keeping Samsung Pay+ and account safe by, among other things, protecting your personalised safety credentials.

6. Curve offers, promotions and other rewards

a. Offers, promotions and other rewards may be made available by Curve or other third parties to you as a Samsung Pay+ user from time to time. The availability of these will depend on the arrangements Samsung has with Curve. They may not be available to all Samsung Pay+ users and may be different from offers and promotions etc. made available by Curve to its non-Samsung customers for debit card programmes other than Samsung Pay+. Samsung may, at its discretion, from time to time arrange for offers and promotions to be available to you through Curve, but will not be responsible for the nature or availability of these.

b. If you encounter difficulty in taking up an offer or promotion made available by Curve to you as a Samsung Pay+ user then you should contact Curve as provided for in the Curve Agreement.

c. The terms and conditions in the Samsung Pay ToS concerning offers and loyalty programmes apply generally to Curve Offers and Promotions under these Card ToS, except to the extent of any inconsistency with these terms, in which case these terms shall apply.

7. Complaints

a. As provided in the Samsung Pay ToS that these Card ToS supplement, Samsung takes customer complaints very seriously and has comprehensive procedures in place to resolve customer complaints fairly. However if you have a complaint about Samsung Pay+ then you should refer Your complaint to Curve as set out in your Curve Agreement. Curve is the party responsible for resolving any complaints you may have in accordance with the Curve Agreement.

8. Governing Law

a. These Card ToS are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.